

January 25, 2010

GLORIA L. FRANKLIN, CLERK

U.S. BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA



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Signed: January 25, 2010

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ALAN JAROSLOVSKY
U.S. Bankruptcy Judge

Attorneys for WELLS FARGO BANK, NA

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA - SANTA ROSA DIVISION

In re

BENJAMIN ROBERT GONGORA AND
MARILYN ABIGAIL GONGORA,

Case No. 08-12670-AJ

Chapter 7

R.S. No. JBA-1938

ORDER GRANTING MOTION FOR
RELIEF FROM AUTOMATIC STAY

DATE: January 14, 2010

TIME: 9:00 a.m.

Northern District of California - Santa Rosa
Division

United States Bankruptcy Court
99 South "E" Street
Santa Rosa, CA 95404-6524

Debtor(s).

The above-captioned matter came on for hearing on January 14, 2010 at 9:00 a.m., upon the Motion of Wells Fargo Bank, NA ("Movant"), for relief from the automatic stay of 11 U.S.C. § 362, to enforce its interest in the property of Benjamin Robert Gongora and Marilyn Abigail Gongora ("Debtors") commonly known as 10933 E. Clovis Ave, Mesa, Arizona 85208 (the "Real Property"), which is legally described as follows:

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1 LOT 105, OF SIGNAL BUTTE MANOR, ACCORDING TO
2 THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY
3 RECORDER OF MARICOPA COUNTY, ARIZONA,
4 RECORDED IN BOOK 504 OF MAPS, PAGE 17 AND
5 AFFIDAVIT OF CHANGE RECORDED AS 99-0772084, OF
6 OFFICIAL RECORDS.

7 EXCEPT ALL MINERAL AND OIL RIGHTS, AS RESERVED
8 IN INSTRUMENT RECORDED IN DOCKET 2140, PAGE 422,
9 RECORDS OF MARICOPA COUNTY, ARIZONA.

10 Appearances as noted on the record.

11 Based on the arguments of counsel, and good cause appearing therefor,

12 IT IS HEREBY ORDERED:

13 1. The automatic stay of 11 U.S.C. § 362, is hereby terminated as it applies to the
14 enforcement by Movant of all of its rights in the Real Property under Note and Deed of Trust,
15 and pursuant to applicable state law;

16 2. Movant is authorized to foreclose its security interest in the Real Property under
17 the terms of the Note and Deed of Trust, and pursuant to applicable state law;

18 3. The 14-day stay provided by Bankruptcy Rule 4001 (a)(3) is waived;

19 4. Post-petition attorney's fees and costs for the within motion may be added to the
20 outstanding balance of the subject Note as allowed under applicable non-bankruptcy law;

21 5. Upon foreclosure, in the event Debtors fail to vacate the Real Property, Movant
22 may proceed in State Court for unlawful detainer pursuant to applicable state law;

23 6. Movant may offer and provide Debtors with information re: a potential
24 Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss
25 Mitigation Agreement, and may enter into such agreement with Debtors. However, Movant may
26 not enforce, or threaten to enforce, any personal liability against Debtors if Debtors' personal
27 liability is discharged in this bankruptcy case; and

28 7. This Order shall be binding and effective despite any conversion of this
bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

** END OF ORDER **